UNITED STATES PATENT AND TRADEMARK OFFICE

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HOWISON & ARNOTT, L.L.P
P.O. BOX 741715
DALLAS, TX 75374-1715

EXAMINER
FADOK, MARK A

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UNITED STATES PATENT AND TRADEMARK OFFICE

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BEFORE THE BOARD OF PATENT APPEALS
AND INTERFERENCES

———————

Ex parte JEFFRY JOVAN PHILYAW and DAVID KENT MATHEWS

———————

Appeal 2009-003363
Application 09/382,426
Technology Center 3600

———————

Before HUBERT C. LORIN, JOSEPH A. FISCHETTI, and BIBHU R.
MOHANTY, *Administrative Patent Judges.*

FISCHETTI, *Administrative Patent Judge.*

DECISION ON APPEAL

The two-month time period for filing an appeal or commencing a civil
action, as recited in 37 C.F.R. § 1.304, or for filing a request for rehearing,
as recited in 37 C.F.R. § 41.52, begins to run from the "MAIL DATE"
(paper delivery mode) or the "NOTIFICATION DATE" (electronic delivery
mode) shown on the PTOL-90A cover letter attached to this decision.

STATEMENT OF THE CASE

Appellants seek our review under 35 U.S.C. § 134 of the Examiner's final rejection of claims 1-29. We have jurisdiction under 35 U.S.C. § 6(b) (2002).

SUMMARY OF DECISION

We AFFIRM-IN-PART.

THE INVENTION

Appellants claim a method of facilitating E-commerce and, more particularly, to an architecture for automatically inserting user profile information into a vendor payment form by submitting a bar code and/or unique ID. (Specification 2:5-7).

Claim 1 is representative of the subject matter on appeal.

> 1. A method of processing profile information of a
> user for conducting an on-line transaction between
> the user and a vendor, comprising the steps of:
>
> entering profile information of a user into a profile
> form at a user location disposed on a network prior
> to conduction of an on-line transaction between the
> user and the vendor, the vendor disposed at a
> vendor location on the network;
>
> issuing to the user a unique code representing
> stored profile information of the user in response
> to the user transmitting the profile form from the
> user location to a second location on the network
> for storage thereat, the second location disposed
> on the network;

> initiating an on-line transaction by selecting a product of the vendor at a user location;

> after selecting the product, providing to the vendor location by the user the unique code for purchase of the product, during the on-line transaction, which on-line transaction requires the user to view a vendor payment form at the user location representing information about the transaction, and which vendor payment form includes fields that are associated with information obtainable from the stored profile information of the user and which must be viewed by the user prior to completion of the on-line transaction;

> providing the stored profile information from the second location to the vendor location in response to the vendor location receiving and processing the unique code; and

> automatically inserting by the vendor at least a portion of the stored profile information of the user into the vendor payment form for respective associated fields therein for presentation to the user at the user location after such insertion such that, when the user receives the form for viewing, such insertion has already occurred, such that the user has not viewed the form other than with already populated certain fields prior to reception.

THE REJECTIONS

The Examiner relies upon the following as evidence of unpatentability:

Wong   US 5,956,699   September 21, 1999

Hartman, et al.	US 5,960,411	September 28, 1999
Fortenberry, et al.	US 6,005,939	December 21, 1999
Rhoads	US 6,311,214	October 30, 2001

The following rejections are before us for review.

The Examiner rejected claims 1-11, 14-17, 19-24, and 27 under 35 U.S.C. 103(a) as being unpatentable over Fortenberry and Hartman.

The Examiner rejected claims 12 and 25 under 35 U.S.C. 103(a) as being unpatentable over Fortenberry, Hartman, and Official Notice.

The Examiner rejected claims 13, 18, 26, 28, and 29 under 35 U.S.C. 103(a) as being unpatentable over Fortenberry, Hartman, and Rhoads.

ISSUES

Did the Examiner err in rejecting claims 1-11, 14-17, 19-24, and 27 under 35 U.S.C. § 103(a) as being unpatentable over Fortenberry and Hartman on the grounds that a person with ordinary skill in the art would understand that since Fortenberry discloses a security key which makes available profile information contained in an encrypted file sent to a vendor, that Fortenberry discloses *providing the stored profile information from the second location to the vendor location in response to the vendor location receiving and processing the unique code?*

Did the Examiner err in rejecting claims 4 and 17 under 35 U.S.C. § 103(a) as being unpatentable over Fortenberry and Hartman on the grounds that a person with ordinary skill in the art would understand that

Fortenberry or Hartman discloses *the vendor location receives the profile information from the second location in response to the vendor location transmitting the unique code to the second location*?

FINDINGS OF FACT

We find the following facts by a preponderance of the evidence:

1.   Fortenberry discloses unique codes, each in the form of keys, and each representing specific information in a user's profile, because a "user 208 may have a first key which unlocks confidential user information in the user passport, a second key which unlocks secret user information in the user passport and a third key which unlocks top secret user information in the user passport." (Col. 6 ll. 40-44).

2.   The Specification does not define the term *providing* within the context of how the unique code and the profile information gets to the vendor location.

3.   The ordinary and customary definition of the term *providing*, as defined by Merriam Webster's Collegiate Dictionary (10th ed.), is: "to make something available."

4.   Fortenberry discloses providing stored profile information, in response to the vendor location receiving and processing the unique code, since "[w]hen the vendor, i.e. the web server receives passport data from the passport agent 216, and such user information is encrypted, the public key

sent by the user is used to unlock and decrypt the passport data, as illustrated by the decisional block 518 and process block 520." (Col. 8 ll. 59-64).

5.   The Specification does not define the term *processing* within the context of how the unique code is handled by the vendor location.

6.   The ordinary and customary definition of the term processing, as defined by Merriam Webster's Collegiate Dictionary (10th ed.), is: "to subject to a special process or treatment."

7.   Hartman discloses displaying, to a user, a form containing information about the user's purchase transaction, stating:

> FIG. 1A illustrates the display of a Web page describing an item that may be ordered. ... This example Web page contains a summary description section 101 ... a single-action ordering section 103, and a detailed description section 104. ... The summary description and the detailed description sections provide information that identifies and describes the item(s) that may be ordered.

(Col. 4 ll. 5-19).

8.   Hartman discloses that the purchase transaction form presented to the user includes fields that are associated with shipping address information which is obtainable from the user's profile through a link, because "[i]f the purchaser wants to verify the shipping address, the purchaser can select the 'check shipping address' label." (Col. 4 ll. 35-50).

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9.   Hartman discloses storing user profile information at a vendor's server, stating, "[t]he server system also stores purchaser-specific order information for various potential purchasers." (Col. 3 ll. 38-40).

10.   Hartman discloses automatically inserting stored user profile information into the vendor payment form presented to the user with the result that "[t]he purchaser information subsection displays enough information so that the purchaser can verify that the server system correctly recognizes the purchaser." (Col. 4 ll. 35-41).

11.   The Specification does not define or describe the term *form*.

12.   The ordinary and customary definition of the term *form*, as defined by Merriam Webster's Collegiate Dictionary (10th ed.), is: "a printed or typed document with blank spaces for insertion of required or requested information."

13.   Fortenberry discloses entering profile information of a user into a profile form, by presenting "to the user a series of queries which may be in the form of menus, as illustrated by process block 406. In response, the user enters the requested information such as social security number, driver's license number, etc. ...." (Col. 7 ll. 45-49).

14.   Hartman discloses a form to gather user profile information in Figure 8B.

Hartman's Figure 8B

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A:	First Name	:				
	M.I.	:				
	Last Name	:				
	Street	:				
	City	:				
	State	:		Zip :		

Next   Previous

B: Customer Financial Info
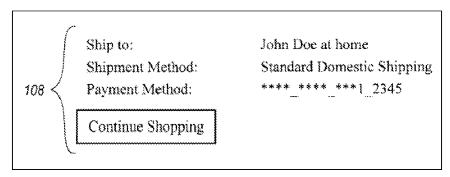C: Customer Employment Info
D: Customer Education Info

Hartman's Figure 8B showing a user profile form.

15.   The Specification describes the use of an Internet web browser, describing that "[t]he PC 112 runs a browser program to facilitate the access of information on the network, for example, a global communication network known as the 'Internet' or the World-Wide-Web ('Web')." (Specification 13:9-13).

16.   Fortenberry discloses the use of Internet web browser technology when it discloses "a consistent, secure and redundancy free technique for obtaining and maintaining user information at one or several sites on a public network is provided. The public network may correspond, for example, to the Internet and the sites may correspond to web sites on the Internet." (Col 1 ll. 56-60).

17.   Fortenberry discloses initiating an on-line transaction by selecting a product of the vendor at a user location where "[f]irst, the user

requests a transaction with a particular vendor, i.e., web site 210, as illustrated by process block 502." (Col. 8 ll. 29-31).

18.   Fortenberry discloses a user providing the vendor location with a unique code for the purchase of a product during an on-line transaction when, "the user provides a public key to the vendor, as illustrated in process block 504." (Col. 8 ll. 31-33).

19.   Fortenberry discloses storing credit card information or a social security number in a profile using user only available encryption. (Col. 6 ll. 52-62).

20.   The Specification defines the term "encoded" to mean "unintelligible to the user" (Specification 54:24).

21.   Hartman discloses an example of encoded payment information, displayed as part of information about an order, in a portion of Fig. 1C.

A portion of Hartman's Figure 1C follows:

Ship to: John Doe at home
Shipment Method: Standard Domestic Shipping
108   Payment Method: ****_****_***1_2345

Continue Shopping

Portion of Hartman's Figure 1C showing encoded payment information.

22.   Fortenberry discloses that a central registration server stores user profile information, since "a passport system includes a single repository of user information in a single format and a passport access provider for accessing the user information in the repository and for providing a user passport to a requestor." (Col. 1 ll. 51-55).

23.   Fortenberry discloses that a passport agent is a server and a database, stating, "[a]lso coupled to Internet 200 is a passport server 212 and a passport data base 214. Passport server 212 and passport database 214 may be collectively referred to as a passport agent 216." (Col. 5 ll. 62-65).

24.   Rhoads discloses a code, entitled "Bedoop data" which "is any form of digital data encoding recognized by the system 10--data which, in many embodiments, initiates some action ..." (Col. 3 ll. 3-7).

25.   Rhoads discloses cards such as "[d]rivers licenses, social security cards, or other identity documents may be encoded by the issuing authority with Bedoop data that permits access to the holder's personal records over the web." (Col. 22 ll. 24-27).

26.   Rhoads discloses the code hidden on a credit card conveys profile data or credit card data, so that:

> When a consumer visits a commercial web site and wishes to purchase a displayed product, the transaction can be speeded simply by presenting a Bedoop-encoded credit card to a Bedoop sensor on the user's computer. The Bedoop data on the card leads to a database entry containing the credit card number and expiration date.

(Col. 27 ll. 43-48).

27.   Rhoads discloses using the code to convey payment profile information to a vendor, in that "[c]redit card or other customer billing information, together with mailing address information, can be stored in a profile on the Bedoop system, and relayed to the transactional web site either automatically when a purchase action is invoked, or after the user affirms that such information should be sent ...." (Col 24 ll. 13-18).

28.   Hartman discloses a user sending a message to a vendor server to order a displayed item, in that, "[w]hen the purchaser selects the single-action ordering button, the client system sends a message to the server system requesting that the displayed item be ordered." (Col. 4 ll. 59-61).

29.   The Examiner found a rationale to combine Fortenberry and Hartman is because "this will be more efficient by eliminating a step and the need for additional software for filling in the web page on the user computer after sending information to the user and sending the web page to the user

separately" and because it "assures the user that the vendor has the order correct." (Ans. 4).

30. The Examiner found a rational basis to combine Rhoads with Fortenberry and Hartman is because "utilizing existing infrastructure, along with the convenience of having the access code readily available will provide for increased usage of the system and therefore increased revenue." (Ans. 5).

31. The Examiner found a rational basis to combine Official Notice with the Fortenberry/Hartman combination as it "is a notoriously well known place to store this type of information and preventing these companies from participating in the invention of Fortenberry would reduce the potential sales market and reduce revenues." (Ans. 5)

32. Fortenberry discloses a vendor requesting that the passport agent send profile information necessary to complete a transaction identified by a user-id, since "[t]he vendor requests relevant information contained in the user environment variables from the passport agent, as illustrated by process block 508. The request for information is specified in the message as follows: RELEASE-TYPE TO INTERNET-SITE ON BEHALF OF MY-USER-ID." (Col. 8 ll. 37-42).

ANALYSIS

We affirm the rejections of claims 1-3, 5-16, and 18-29. We reverse the rejections of claims 4 and 17.

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<u>Claims 1 and 14</u>

Initially, we note that the Appellants argue independent claims 1 and 14 together as a group. (App. Br. 35). Correspondingly, we select representative claim 1 to decide the appeal of these claims, with remaining claim 14 standing or falling with claim 1.

Appellants argue:

> *Fortenberry* discloses the generation of an encryption security key, in the form of a public key, to the user that the user may utilize later when allowing a vendor to access profile information. *Fortenberry* teaches that the public key is used to 'unlock and decrypt' the passport data. As such, the public key, though unique, is not a unique code *representing* the stored profile information.

(App. Br. 23-24).

We disagree with Appellants. Fortenberry discloses a unique code, in the form of a security key, where each particular key represents specific information at different security levels in the user's profile (FF 1). Thus, Fortenberry's unique security keys meet the claim limitation of *a unique code representing stored profile information of the user* because each key corresponds to specific information stored in a user profile.

Appellants further argue that the Examiner's reliance on Fortenberry is in error because "[t]he data is not sent in response to the vendor location receiving and processing the public key" (App. Br. 27).

We are not persuaded by this argument. First, the argument fails since it argues limitations not part of the claim, namely, the claim does not require

that the data be sent, or that the vendor receives data. Rather, the claim only requires *providing* the information in response to receiving and processing the unique code. We find that the term *providing* as used in the context of how the vendor gets the unique code and the stored profile information is not defined in the Specification (FF 2). We thus rely on the ordinary and customary meaning of "providing," which is "to make something available" (FF 3). We find that Fortenberry discloses that the unique code is received by the vendor from the user (FF 4). The passport data which is analogous to the claimed profile information is also received at the vendor and is processed using the received key to unlock and gain access to the profile data (FF 4). The profile data is provided by the passport agent, analogous to the claimed second location, to the vendor (FF 4), and thus Fortenberry meets the claim limitation by making the unique code and the profile information available to the vendor.

Appellants next argue that "*Fortenberry* does not teach … that the vendor *processes* the public key" because "*Fortenberry* expressly teaches … that the vendor *uses* the public key to decrypt the encrypted data … (Appeal Br. 27).

We are not persuaded by this argument. We find the term *processing* is not defined or described in the Specification (FF 5), and we thus rely on the ordinary and customary meaning of "processing," which is "to subject to a special process or treatment" (FF 6). Since Fortenberry discloses a process 520 for decrypting the *profile*/passport file with the key (FF 4), the claim

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limitation is met because decryption is a special process to decode

information represented by the key.

Appellants also assert:

> [T]he Examiner provides no reference to teach an 'on-line transaction requires the user to view a vendor payment form at the user location representing information about the transaction, and which vendor payment form includes fields that are associated with information obtainable from the stored profile information of the user and which must be viewed by the user prior to completion of the on-line transaction' as required by the claim.

(App. Br. 24-25).

We are not persuaded by this argument because we find Hartman

discloses a vendor payment form that is transmitted to the user before

completing a purchase (FF 7). We further find that this form contains

information about the transaction, namely, Hartman discloses "information

that identifies and describes the item(s) that may be ordered". (FF 7).

Hartman further discloses information which is obtainable from the user's

profile because Hartman discloses a link in the form to the shipping address

(FF 8). Thus, Hartman's form, and the information it contains, meets the

claim limitations.

Appellants additionally argue that both Fortenberry and Hartman fail

to disclose "inserting released information into a form automatically before

submittal to a user" because "*Hartman* teaches, and is limited to teaching, an information confirmation page." (App. Br. 29-31).

We disagree with Appellants because we find Hartman teaches, in addition to a confirmation message, a vendor payment form, into which user profile information has been automatically inserted, which is transmitted to the user (FF 7, 9, 10). Thus, Hartman meets the claim limitation with the purchase transaction form because it contains user profile information inserted before being sent to the user.

Applicants argue that "*Fortenberry* does not teach a profile form, at a user location, for entry of user profile information" (Appeal Br. 22).

We are not persuaded by this argument for the following reasons. First, we find that the Specification does not define or describe a "form" (FF 11). We thus rely on the ordinary and customary meaning of "form," which is "a printed or typed document with blank spaces for insertion of required or requested information" (FF 12). Although Fortenberry does not specifically use the term *form*, we find that Fortenberry's menus capturing profile information are forms. That is, Fortenberry presents queries to a user in blank menus, and requests responses to gather profile information (FF 13) from data entered into each menu. Additionally, Hartman discloses a user profile information form at Figure 8B, which, although it is cumulative to the Fortenberry menus (FF 14), is nevertheless on point.

Appellants further assert that "if a form existed, the form would exist at the passport agent (216), not the user location." (App. Br. 22).

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We also are not persuaded by this argument because Fortenberry also discloses the use of an Internet web browser (FF 16). Since web browsers copy information at the server and send the copy to the user, we thus find that Fortenberry's website-presented menus which gather profile information meet the claim limitation *entering profile information of a user into a profile form at a user location disposed on a network* because a browser also presents the Fortenberry *form*/menu to the user location.

Appellants next argue that *"Fortenberry* contains no disclosure that the user initiates an on-line transaction by *selecting a product of the vendor* at a user location" because "all that *Fortenberry* discloses is a user's request to initiate some sort of transaction with a vendor." (App. Br. 24).

We are not persuaded by this argument, because we find one of ordinary skill in the art would understand that Fortenberry's disclosure of a user initiating a purchase transaction (FF 17) would necessitate the user selecting a product or service to purchase before completing the transaction. That is, since the user performs the actions in a web browser (FF 15, 16), the product is selected at the user's location, and then the selection is sent to the vendor server by virtue of the browser operation.

Appellants also argue that *"Fortenberry* does not disclose 'after selecting the product, providing to the vendor location by the user the unique code for purchase of the product during the online-transaction' as contended by the Examiner" because *"Fortenberry* does not teach a unique code ...." (App. Br. 25).

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We disagree with Appellants. Since Fortenberry discloses a user providing a *unique code in the form of a* security key to the vendor before completing a purchase transaction (FF 1, 18), Fortenberry meets the claim limitation because Fortenberry's public key security code is the *unique code* that is provided to the vendor during the purchase.

Claims 5, 6, and 19

Appellants argue that "Fortenberry and Hartman, taken singularly or in combination fail to teach that the unique code is unique and has a unique ID number associated therewith" (App. Br. 37).

We are not persuaded by this argument, because Fortenberry discloses credit card and social security numbers, *i.e.*, unique ID's, associated with the encryption security key or *unique code* (FF 19). Fortenberry discloses that a social security number is protected by encryption whose key code corresponds to an ID number and is only available to the user, and thus is unique.

Claims 7, 8, 20, and 21

Appellants argue that "Fortenberry and Hartman … fail to teach where the step of inserting causes all, or a portion, of the profile information to be entered into the vendor payment form as encoded information" because Hartman operates by "only sending a portion of information." (App. Br. 39).

We disagree with Appellants, because the meaning of the term *encoded* as defined by the Specification is "unintelligible to the user" (FF 20), and Hartman displays a partially-unintelligible ship-to address and

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payment charge number in a payment field of Figure 1C (FF 21). Although
Hartman's transaction payment form (FF 21) does not disclose *encoded*
information, Hartman discloses the *encoded* payment information in its
confirmation document in Figure 1C. We find that it would have been
obvious to display the payment information in the purchase transaction form,
because the same information, same transaction, and same privacy concerns
are involved. Thus, one of ordinary skill in the art would have known to
apply Hartman's *encoded* payment information to those instances in
Hartman where payment information is displayed to a user in a browser
session.

<center>Claims 11 and 24</center>

Appellants argue that neither Fortenberry nor Hartman "teach a
central registration server, of the type required by the claims of the instant
application, having a database of unique codes and unique ID numbers"
because "Fortenberry merely discloses a passport agent that has a database
of profile information encrypted with a private key" (App. Br. 39-40).

We are not persuaded by this argument, because Fortenberry discloses
a *central registration server* or passport agent server 212 (FF 22, 23) having
a database of *unique code*s in the form of security keys (FF 1) each key
allowing access to a *unique ID, e.g.,* social security or credit card number
(FF 19). Thus, Fortenberry's passport agent is a *central registration server*,
and Fortenberry's security keys are *unique codes* which protect the *unique*

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ID numbers, such as credit card and social security numbers, stored as information in the server's database, thus meeting the claim limitations.

Claims 12 and 25

Appellants argue that the Official Notice the Examiner used on claims 12 and 25 "is not proper to cure the deficiency in *Hartman*" with respect to claim 11 (that "*Hartman* does not disclose a second location", *i.e.*, a *central registration server*) (App. Br. 41).

We are not persuaded by this argument for the following reasons. First, claim 1 recites three locations: *user, vendor, and second*. Claim 11 further limits the *second location* to be a *central registration server having a database of the profile information associated with respective unique codes and unique ID numbers.* As found, *supra with respect to claims* 5, 6, 11, 19 and 24, Fortenberry discloses a *central registration server at the passport server having a database of the profile information associated with respective unique codes and unique ID numbers.* Since we found no deficiency in the rejection of claim 11, Appellants' assertions of error to claim 12 based on that of claim 11 is likewise unpersuasive.

Furthermore, Appellants have not specifically pointed out the supposed errors in the Examiner's taking of Official Notice, "includ[ing] stating why the noticed fact is not considered to be common knowledge or well-known in the art." *See* 37 CFR § 1.111(b), MPEP § 2144.03(C). An adequate traverse must contain adequate information or argument to create on its face a reasonable doubt regarding the circumstances justifying

Examiner's notice of what is well known to one of ordinary skill in the art. *In re Boon*, 439 F.2d 724, 728 (CCPA 1971). That has not been done here. When an Appellant does not seasonably traverse a well-known statement during examination, the object of the well-known statement is taken to be admitted prior art. *In re Chevenard*, 139 F.2d 711 (CCPA 1943).

We find Appellants' assertion that "a reference is required to support such a rejection" (App. Br. 41) not persuasive because the Examiner provided Wong, U.S. Pat. No. 5,956,699 (Ans. 10), in support of the Official Notice taken. In reply, Appellants' only response to Wong was that "Appellants note that the Examiner has not provided a response sufficient to rebut Appellants arguments with respect to the Claims 12 … [and] 25…." (Reply Br. 24). We thus find that Appellants did not adequately traverse the taking of Official Notice. However, even if the traverse had been adequate, the Examiner provided Wong, and correctly applied it, to substantiate the Official Notice, without challenge by Appellants.

<div align="center">Claims 13 and 26</div>

Appellants argue that "[t]he combination of *Fortenberry, Hartman and Rhoads* does not teach 'a unique code placed on a credit card'," because "*Fortenberry* teaches standard encryption and decryption algorithms," "*Hartman* teaches the use of a 'cookie'," and Rhoads "describes the 'BEDOOP' code, which is a sound", using a "digital code that is hidden on an object and placed in front of a camera to extract." (App. Br. 44-45).

<div align="center">21</div>

We are not persuaded by this argument because Rhoads discloses the claimed limitation. In particular, Rhoads discloses digitally encoded data, *i.e.,* a code that is recognized on an object to initiate an action (FF 24). The code, called Bedoop data, may be placed on cards to provide access to profile information (FF 25), and that the code may be placed on a credit card to convey credit card information (FF 26), or profile information (FF 27). Thus, we find Rhoads' *unique code, i.e.,* Bedoop data, is placed on a credit card to provide access to user profile information, and thus meets the claim limitation.

<div align="center">Claims 28 and 29</div>

Appellants argue that "*Fortenberry, Hartman* and *Rhoads* ... do not teach that the populated form [is] transmitted to a vendor to complete an on-line transaction." (App. Br. 46).

We disagree with Appellants because Hartman discloses an order message containing information necessary to order the product, retrieved from the form displayed to the user (FF 7-9), and sent to the vendor's server (FF 28). We therefore find that Hartman meets the claim limitation *transmitting the populated form to the vendor location to complete the on-line transaction,* because the order message includes the data derived from the profile information form displayed to the user.

Additionally, Appellants generally argue that the Examiner's rejections are "conclusory" and "based on hindsight" (App. Br. 19).

Appellants also argue that "merely ignoring Appellants' arguments regarding the TSM test is not sufficient." (Reply Br. 7).

We are not persuaded by these arguments. First, the Examiner found and articulated reasoning for each of the combinations relied upon in the obviousness rejections (FF 29-31). Second, the Fortenberry, Hartman, Rhoads, and Official Notice references are from the same field of endeavor, in that each addresses purchase transactions over the Internet. The rejections were thus not conclusory, because the articulated reasoning for each combination was reasonable, based on the common field of endeavor and the common problems associated with the same field.

As to the question of hindsight, we are not persuaded of error because the Examiner's reconstruction of references is based on a valid explanation (FF 29-31). Finally, to the extent Appellants seek an explicit suggestion or motivation in the reference itself, this is no longer the law in view of the Supreme Court's recent holding in *KSR Int'l Co. v. Teleflex Inc.*, 550 U.S. 398, 421 (2007).

We also affirm the rejections of dependent claims 2, 3, 9, 10, 15, 16, 17, 22, 23, and 27 since Appellant has not challenged such with any reasonable specificity (see *In re Nielson*, 816 F.2d 1567, 1572 (Fed. Cir. 1987)).

Claims 4 and 17

Claims 4 and 17 each contain similar versions of the limitation *wherein the vendor location receives the profile information from the second*

location in response to the vendor location transmitting the unique code to the second location. Appellants argue "*Fortenberry* and *Hartman*, taken singularly or in combination, fail to teach" this claim limitation (App. Br. 37).

We agree with Appellants. Although Fortenberry discloses a process where the vendor requests profile information from the passport agent/second location (FF 32), the *unique code*/security key although provided, is not received from the vendor to the *second location*/passport agent. We thus do not sustain the rejection of claims 4 and 17.

<p style="text-align:center">CONCLUSIONS OF LAW</p>

We conclude that the Examiner erred in rejecting claims 1-3, 5-16, and 18-29.

We conclude that the Examiner erred in rejecting claims 4 and 17.

DECISION

The decision of the Examiner to reject claims 1-3, 5-16, and 18-29 is affirmed. The decision of the Examiner to reject claims 4 and 17 is reversed.

AFFIRMED-IN-PART

MP

HOWISON & ARNOTT, L.L.P
P.O. BOX 741715
DALLAS TX 75374-1715